



STATE OF INDIANA

Revised 10/7/02

Request for Quotation

SOLICITATION NO:

REQUEST FOR:

REQUESTED BY:

REQUESTOR:

PHONE:

FAX:

YOUR RESPONSE MUST BE RECEIVED BY:

GENERAL INFORMATION

The information below is provided to assist you in completing this request. Please note that these instructions may not contain all applicable requirements. Careful reading of this request is imperative. Failure to follow these instructions or those printed throughout this package could lead to rejection of your quotation. It is not necessary to return this page with your response.

- Type or print legibly in black ink all requested information, including prices and extensions, as well as accurate vendor information.
- Manually sign the "Signature Page."
- Fax or mail your response to the Requestor listed above.
- Do not add any contractual or payment terms and conditions. Terms and conditions of the award will be those listed in this request package and the resulting Purchase Order only.
- If you are not willing to accept a split award (partial order), your response must include the statement, "Bidding all or none."
- Your response must be received by the requested date and time indicated.
- If you have questions regarding this request, contact the requestor listed above.
- Vendors are not required to be registered with the Indiana Dept of Administration Procurement Division to respond to a solicitation. If your quotation is recommended for a **purchase order** award, you will be notified of the registration requirements. You will have fifteen (15) days from the date of notification to complete the registration requirements, or the recommended award will be canceled. To register or verify your registration status, please call the Procurement Division at (317) 232-6870. To register electronically, visit our web site at www.state.in.us/idoa/proc.

TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT:** This solicitation/award contains the complete and final agreement between State and Vendor and no other agreement in any way modifying any of said terms and conditions will be binding upon State or Vendor unless made in writing and signed by State's and Vendor's authorized representative.
2. **PRICING:** Unit price must be entered and extended, and the total price of the solicitation must be shown. Unit prices are to be quoted/bid on the basis of the unit specified. A binding contract will be created, if the solicitation is accepted, by the issuance of a purchase order at any time within the period so given. Each bidder should carefully check his/her solicitation before submitting it to the Procurement Division of the Department of Administration. If there is an error between the unit price and total price, the unit price shall prevail. Awarded Prices: Prices listed for each item are firm and cannot be changed. Any revision in price may be rejected at the discretion of the IN Dept. of Administration, Contract Administration Director and may result in cancellation of the Purchase Order without recourse on the part of the awarded vendor.
3. **TERMINATION FOR CONVENIENCE:** This contract may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State of Indiana. Termination of services shall be affected by delivery to the contractor of a Termination Notice at least thirty (30) days prior to termination effective date, specifying the extent to which performance of services under which such termination becomes effective. The contractor shall be compensated for services rendered prior to the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to contractor exceed the original contract price due on contract or any price increase be allowed on individual line items if canceled only in part prior to the original termination date.
4. **INSURANCE:** If this agreement provides for work to be performed by the Vendor on property owned or controlled by the State of Indiana, or on property of others named herein, Vendor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees. Upon request, Vendor shall furnish a written certificate of insurance specifying the name of the Insurer and the policy and expiration date.
5. **F.O.B. DESTINATION:** The State of Indiana prefers solicitations to be submitted on a delivered basis; therefore all solicitations will be considered to be made on the basis of all shipping charges prepaid and allowed. If transportation charges are NOT allowed, the bidder must so state and show such charges in his/her solicitation. The shipment must be prepaid and transportation charges added to the invoice. The State of Indiana will pay for such transportation charges only on the basis of the lower price, whether it is the one shown in the solicitation or the charges shown on the prepaid freight bill. THE STATE OF INDIANA DOES NOT HAVE FACILITIES FOR COLLECT SHIPMENTS; THEREFORE, COLLECT SHIPMENTS WILL NOT BE ACCEPTED.
6. **TITLE:** Title to all drawings, blueprints, dies, patterns, tools and all other property prepared or constructed by Vendor at Vendor's plant or elsewhere or ordered for use in connection with the order to the extent that the State of Indiana has made payment, therefore, or has furnished to Vendor at no charge, shall vest in and be the property of the State of Indiana and shall be identified as such; and Vendor assumes all liability for loss or failure to deliver such property to the State of Indiana.
7. **DELIVERY:** Vendors are warned the agency receiving delivery is not alone authorized to modify the contract terms. Delivery must be made at time agreed upon. If any indicated or actual delays arise, the agency designated to receive the merchandise must be notified immediately and the cause for such delay stated. If any goods are not delivered within the time specified on any purchase order, or within a reasonable time not exceeding 30 days after receipt of a purchase order if no time is specified, the agency may refuse to accept such goods, and the Department of Administration, Procurement Division, may cancel this agreement. Each package shall be numbered and labeled with the State of Indiana's purchase order number, contents and weight, and shall contain an itemized packing slip and be properly packed for shipment. The Vendor shall make no deliveries on verbal orders except from the Using Agency on purchases less than \$5,000 and only with written approval on purchases greater than \$5,000 from the Indiana Department of Administration Procurement Division.
8. **OPEN COMPETITION:** The specifications contained herein are intended to be nonrestrictive. Although at times brand names and model numbers may be used, they are merely intended to be guidelines to establish criteria and quality for competitive bidding. Alternate quotes/bids will be evaluated and may be acceptable as long as they can be verified as equal or better than specified as determined by the Indiana Department of Administration and the Using Agency. All offerors bidding alternate products are requested to submit detailed specifications with their solicitation. Any Specifications, drawings, notes, instructions, engineering notices or technical data referred to in the Solicitation/Purchase Order shall be deemed to be incorporated herein by reference as if fully set forth.
9. **QUANTITY:** Goods shipped in excess of quantity designated in Purchase Order may be returned at the Vendor's expense.
10. **QUALITY:** Vendor warrants all materials and/or services delivered hereunder to be free from defect of material or workmanship, and to conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance, or payment by the State of Indiana of the material or service.
11. **INSPECTION:** All material, workmanship, or services entering into the performance of this Order shall be subject to State's (or designated representative's) inspection and test at all times before, during, or after manufacture. Vendor shall furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient inspections and tests required by the inspectors. Final inspection and acceptance shall be on State's premises unless otherwise specified. The State of Indiana shall have the right to reject and return at Vendor's expense, or to require at Vendor's expense, the correction or replacement of materials, workmanship, or services which are defective or do not conform to the requirements of this Order. All rejects shall be held at transportation and handling costs until returned to Vendor or corrected by Vendor.
12. **Nondiscrimination:** Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Contractor and its Agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, color, religion, sex, disability, national origin, ancestry or status as a veteran. The contractor understands that the State is a recipient of federal funds. Pursuant to that understanding the contractor, and its subcontractor, if any, agree that if the contractor employs 50 or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the contractor will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. Breach of this covenant may be regarded as a material breach of contract. The State of Indiana shall comply with Section 202 of Executive Order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference.
13. **TAXES:** Prices listed on an invoice submitted by Vendor for payment is not to include any tax for which the State is exempt. The State of Indiana will furnish an exemption certificate for tax for which the State is exempted if such is required. The State will not be responsible for any taxes levied on the Vendor as a result of this agreement.
14. **CONTAINERS AND PACKING:** The State of Indiana will not advance the cost of drums, carboys, cylinders, barrels, bags, or other such returnable containers which, in the custom of the trade, are considered as the property of the Vendor, except under the following conditions: charges for such containers are to be covered by memo invoice, the State guarantees to return such containers when empty, and transportation charges are collect to destination specified by the Vendor. If the State fails to return containers within a reasonable time, it guarantees to pay for them. The bid must clearly state Vendor's compliance with the foregoing conditions and the charges applying to containers. No charge will be allowed for packing, crating, or cartage, unless specified by the Vendor in his/her solicitation.
15. **PATENTS:** The vendor agrees to defend, at its own expense, the State of Indiana and the Using Agency and to hold it harmless with respect to any claims that the equipment furnished by the Vendor under this agreement infringes or allegedly infringes any patents of the United States and with respect to any and all suits, controversies, demands, and liabilities arising out of such claim; provided that the foregoing shall not apply to infringement resulting from Vendor's use of a patented invention required to comply with the written instructions of the State, if such patented invention is not normally utilized by the Vendor, and provided that the State:
 - A. Gives the Vendor a prompt written notice of any claim; and
 - B. Allows the Vendor to control and fully cooperates with the Vendor in the defense and all related settlement negotiations.
16. **CONTINGENCIES:** Neither party hereto shall be liable to the other for default or delay in delivering or accepting goods hereunder if caused by fire, strike, riot, war, act of God, delay of carriers, governmental order or regulation, complete or partial shut down of plant by reason of inability to obtain sufficient raw materials or power, and/or any other similar or different contingency beyond the reasonable control of the respective parties. This solicitation/award may be canceled by the State of Indiana without liability in the event of a petition in bankruptcy being filed by or against the Vendor, or in the event of the appointment of any receiver.
17. **FORCE MAJEURE:** In the event that either party is unable to perform any of its obligations under this contract – or to enjoy any of its benefits – because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this contract.
18. **COMPLIANCE WITH LAWS:** The Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this agreement shall be reviewed by the State of Indiana and the Contractor to determine whether the provisions of the contract require formal amendment.
19. **GOVERNING LAWS:** This contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.
20. **PAYMENTS:** All payment obligations are subject to the encumbrance of monies and shall be made in arrears in accordance with Indiana law, IC 5-17-5-1, and state fiscal policies and procedures and in this regard the Contractor agrees to execute such State payment (invoice) forms not inconsistent herewith.
21. **WARRANTY:** The Seller will furnish all parts and maintenance at no charge for a period of at least 90 days or the manufacturers standard warranty, whichever is longer, beginning on the first day after acceptance by the agency provided that such maintenance and parts are not required because of accident, neglect, misuse, failure of electrical power or air-conditioning, humidity control, or causes other than ordinary use. Any such service required as a result of erroneous site preparation specifications furnished by the Seller or otherwise required due to the fault or negligence of the Seller, shall also be provided by the Seller at no additional charge. All replaced parts shall become the property of the Seller. Prior to the expiration of the warranty period, whenever equipment is shipped for a mechanical replacement purpose, the Seller, shall bear all cost of such shipment including, but not limited to cost of packing, transportation, rigging drayage, and insurance. The warranty shall apply to the replacement machine beginning on the first day following delivery of the replacement machine to the using agency.
22. **INFORMATION TECHNOLOGY ACCESSIBILITY:** The Contractor acknowledges and agrees that all hardware, software and services provided to or purchased by the State must be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 749d), as amended.

DEPARTMENT OF ADMINISTRATION

PROCUREMENT DIVISION/PRINTING SECTION ADDITIONAL TERMS AND CONDITIONS

1. Unless required by the specifications, vendors are requested to supply alternative quotations reflecting the use of recycled paper for this printing. If name brands are referenced to define paper stock requested and it is known as recycled within the industry, it is understood that a recycled stock is being requested for the finished product. If for any reason the referenced stock is no longer available, it is further understood that a stock equal to or greater than the one requested shall be offered.
 2. **A Certificate of Printing Contract Performance (SF#45769) must be completed, for every order issued, by the awarded vendor and submitted per the instructions in line item five (5) below.** This Certificate (State Form # 45769) has been provided within the solicitation package and is also available on the Internet at (<http://www.ai.org/icpr/webfile/formsdiv/index.html>). If you have questions about the Internet access of this form please call the Commission on Public Records at (317) 232-5927.
 3. Four samples of each item produced are to be furnished at the time of invoicing for the purpose of quality control check. **The samples provided must reflect the requirements provided within the specifications or the entire order may be rejected.**
 4. An original plus three (3) copies of each invoice is required (instructions on line item five (5) below).
 5. All invoices, artwork, samples and Certificate of Printing Contract Performance (SF# 45769) must be sent directly to **Indiana Commission on Public Records/Forms Management Division** 402 West Washington Street, Room W472, Indianapolis, IN 46204.
PAYMENT WILL NOT BE MADE UNTIL ALL OF THE ABOVE ITEMS ARE RECEIVED AND REVIEWED.
 6. Any and all negatives and artwork **created or provided** in connection with all purchases made by the State are the property of the State of Indiana and are to be returned as follows:
 1. **All items printed that are "State Forms" must have all artwork and negatives returned to Forms Management Division, ICPR (Artwork either provided by Forms Management or produced by a contractor.)**
 2. Artwork provided by an agency or produced by a contractor for Non-Form Items must be returned to the requesting agency.
- A BRIEF STATEMENT REGARDING THE DISPOSITION OF ARTWORK (for both State Forms and Non-Forms) MUST BE INCLUDED ON THE CERTIFICATE OF PRINTING CONTRACT PERFORMANCE (SF#45769).**
7. Exact quantity is to be delivered in accordance with the attached specifications. Any job furnished in quantity less than that requested will be considered incomplete and requests for payment will not be processed until completion, unless specifications call for partial delivery pre-arrangement. Quantities received by an agency exceeding the requested quantity will be retained by the requesting agency at no additional charge to that agency. Invoices reflecting charges for quantities less than or greater than that which had been requested will not be accepted for payment.
 8. Any omission in sequence of consecutively numbered items will be considered incomplete and in non-compliance with specifications.
 9. **Any changes, exceptions, or deviations from the solicited specifications are acceptable only when requested in writing by the agency and approved by the Contract Administration Division of the Department of Administration. Instructions by other agency personnel are not sufficient to authorize deviations from the solicited specifications and are unacceptable to support a claim for payment.**
 10. The awarded contractor shall conduct detailed quality inspection during the printing and before delivery. The contractor shall certify on the **required** Certificate of Printing Contract Performance that the product delivered meets the contract terms, conditions, and specifications. The contractor shall deliver to Indiana Commission on Public Records/Forms Management, four (4) samples of every item covered by this purchase, together with the Certificate of Printing Contract Performance, artwork and the invoice for this purchase. The listed items shall be delivered simultaneously prior to the delivery of the order.
 11. The vendor may request, at own expense, the artwork and samples be shipped by a reputable company provided that an accurate vendor account number is furnished. All awarded vendors are responsible for requesting/receiving the appropriate artwork and sample (if applicable) for the production of any award made. If after receiving the artwork and/or sample, there are any discrepancies from the specifications that were originally bid, the vendor must then confirm and verify with Forms Management that the correct specifications, artwork or samples have been provided. If for any reason an order is completed and the vendor failed to verify any discrepancy, the vendor will be held responsible.

If any instruction is not followed, payment will not be processed until all terms and conditions have been met. Payments that are delinquent due to the awarded vendor failing to follow the terms and conditions outlined within the solicitation will not be subject to interest charges.

NOTE: THE ADVANCE NOTIFICATION OF AWARD (previously utilized) WILL NOT BE PROVIDED.

CERTIFICATION PAGE**CERTIFICATION AS A SMALL BUSINESS**_____
PLEASE CHECK IF APPLICABLE.

This is to certify that the Bidder is qualified as a Small Business concern under the size standards of this solicitation. Providing false information will be subject to the sanctions found in IC 4-13-1-21 and IC 35-43-5-11. The Bidder should be registered with the Procurement Division as a Small Business concern with a defined area of qualification.

- (1)_____ Wholesale business with annual sales of four million dollars (\$4,000,000) or less during its last fiscal year.
- (2)_____ Service business with average sales of five hundred thousand dollars (\$500,000) or less for the current and preceding three (3) fiscal years and which employs no more than twenty-five (25) persons.
- (3)_____ Retail business or business selling services with annual sales and receipts of five hundred thousand dollars (\$500,000) or less.
- (4)_____ Manufacturing business which employs no more than one hundred (100) persons.

SECRETARY OF STATE APPROVAL FOR OUT-OF-STATE BIDDERS_____
PLEASE CHECK IF APPLICABLE.

This is to certify that the information provided in the notice to out-of-state corporation bidders is a full and true account of this corporation's standing with the Indiana Secretary of State's office on the due date of this request, in accordance with Indiana Code, Section 5-22-16-4.

RECYCLED PREFERENCE_____
PLEASE CHECK IF APPLICABLE.

This is to certify that the bidder's representations of the Recycled Content preference within this package are true to the best of my knowledge.

INDIANA SMALL BUSINESS PREFERENCE_____
PLEASE CHECK IF APPLICABLE.

This is to certify that the bidder's representations of the Indiana Small Business preference within this package are true to the best of my knowledge.

SUSPENSION_____
PLEASE CHECK IF APPLICABLE.

This is to certify that I am not currently suspended or debarred from conducting business with any other governmental entity.

- Please note that the maximum aggregate price preference available to any vendor is 15%.

THE COMPLETION OF THE SECTION BELOW IS MANDATORY!**MINORITY BUSINESS DEVELOPMENT**

Pursuant to IC 4-13-16.5 and 25 IAC 5, IDOA Procurement Division and all State of Indiana agencies desire to maximize the use of minority and women business enterprises in the acquisition of state commodities and services. While there is no defined goal on this solicitation we encourage the vendor to indicate the inclusion of minority and woman owned business enterprises in this solicitation.

Participation does not need to be only through subcontractors, but can also be through second-tier participation with common suppliers (office supplies, courier services, accounting service, janitorial services, etc.). Include only the portion of those contracts, which pertains to the bid being submitted.

I have _____% minority or woman (circle appropriate entity) owned business participation in this solicitation response utilizing _____ (firm name).

I have no minority or woman owned business participation in this solicitation response because _____.

Is your firm considered a minority firm? _____YES _____NO

Is your firm considered a woman owned firm? _____YES _____NO

PAYMENT BY CREDIT CARD

The State of Indiana is currently exploring the utilization of a procurement credit card as another means for payment of supplies/services ordered. Respondents are requested to indicate (by placing a check mark at the beginning of one of the below paragraphs) whether they will accept the credit card as a method of payment when used by the ordering agencies. This method of payment is currently not available, but should be available sometime during the term of this contract.

- (a) Definitions. "Procurement credit card" means the uniquely numbered credit card issued by a Commercial Credit Contractor, to a designated individual State employee to pay for official State purchases. "Oral delivery order" means an order placed orally either in person or by telephone or via on-line ordering.
- (b) At the option of the State and if agreeable to the vendor(s), payments of \$25,000 or less may be made using the State's procurement credit card.
- (c) The vendor(s) shall not process a transaction for payment through the credit card clearinghouse until the purchased supplies have been shipped or services performed. Unless the cardholder requests correction or replacements of a defective or faulty item in accordance with other contract requirements, the vendor(s) shall immediately credit a cardholder's account for items returned as defective or faulty.

- (1)_____ I will accept the procurement credit card, and offer the following discount for all orders placed using the credit card: _____%
- (2) _____ I will accept the procurement credit card, but elect not to offer any discount for orders placed using the credit card.
- (3) _____ I elect not to accept the procurement credit card for payment of supplies issued against the schedule contract.

(NOTE: Discounts offered in connection with the credit card will not be used in the evaluation of the offer.)

ELECTRONIC PROCUREMENT (E-PROCUREMENT)

The State of Indiana is currently in the planning stages of implementing an e-procurement system. This purchasing method is not yet available, but could play an important role in the State's purchasing activities in the future. Respondents are requested to respond "yes" or "no" to the statements below.

Responses to this survey are for informational purposes only and will not be considered in the evaluation of this solicitation.

- (a) **Definition:** E-Procurement will be an Internet based system allowing State of Indiana agencies to place orders electronically from established electronic catalogs resulting from a conventional procurement method.
- (b) **Purpose:** To expedite the process of placing orders and receiving goods and services, while reducing the administrative costs associated with current conventional purchasing methods and policies.
- (c) **Benefits:** Participating vendors realize increased sales due to an Internet based system, as entities other than State of Indiana agencies may purchase from the established catalogs if agreeable to the vendor. Due to the electronic placement of orders, mistakes in ordering and paperwork is greatly reduced, while accelerating the payment process associated with conventional purchasing methods.
- (d) **Transaction Fees:** A nominal per transaction fee may be associated with an E-Procurement system.

Yes____ **No**____ My company is interested in the benefits an Internet based E-Procurement system may have to offer.

Yes____ **No**____ My company currently maintains an electronic catalog.

Yes____ **No**____ My company would be interested in participating in E-Procurement if the means to create and maintain an electronic catalog are available.

RECYCLED PREFERENCE
(IC 5-22-15-16 & 17)

A Recycled Preference of fifteen percent (15%) may be applied for evaluation purposes, unless stated otherwise in the specifications. The amount of recycled content required for product requested in this solicitation is listed in the specifications. If the required recycled content is not listed in the specifications, then the item must contain recycled content of at least twenty percent (20%) in order for the vendor to claim the recycled preference.

The amount of the offer will be multiplied by the amount of the preference amount claimed (usually 15%). This calculated amount is then deducted from the original offer to determine the evaluation amount to consider. The preference is for evaluation only and is not a discount. The Procurement Director or designee will utilize the adjusted price as determined in the above explanation in determining the overall lowest responsible bidder or offeror. The contract award will be made to the lowest responsible, responsive offeror whose total adjusted offer is the lowest meeting all specifications. The amount originally offered will be the amount of the award.

A manufacturer's certification must be submitted for each item or group of items for which you seek a preference or your preference may not be considered.

Do you plan to claim the Recycled Content Preference of fifteen (15%) percent?

YES _____

NO _____

THE FOLLOWING PORTION SHOULD BE COMPLETED EVEN IF NO PREFERENCE IS BEING CLAIMED:

EVEN IF YOU ARE UNABLE TO CLAIM A PREFERENCE, BUT ARE BIDDING A RECYCLED PRODUCT (S), PLEASE LISTE THE PERCENTAGE OF CONTENT.

ITEM (S)	% RECYCLED RECOVERED MATERIALS	% POST CONSUMER RECOVERED MATERIALS
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IF THERE IS MORE THAN ONE LINE ITEM THAT IS RECYCLED, THE CONTENT MUST BE LISTED FOR EACH.

SECRETARY OF STATE APPROVAL

Indiana Code 5-22-16-4 requires that all foreign (out-of-state) corporations must be registered with the Indiana Secretary of State in order to do business with the State of Indiana. This requirement applies only to out-of-state corporations and not to any other business entity.

Failure to register with the Secretary of State's office may result in a determination of your corporation as non-responsible and contracts awarded to your corporation may be canceled.

All out-of-state corporations should complete the following section or your request may be considered non-responsive. This requirement to register is based on Indiana government procurement law, not corporation's law. It is applicable to all corporations regardless of their size, number of shareholders, Sub-chapter S status or whether the corporation is doing business in Indiana.

This corporation is currently registered with the Secretary of State (check one). Failure to provide true information may affect your future ability to do business with the State of Indiana.

YES _____ Provide Date of Registration _____

NO _____ Provide Date of Application _____

Information concerning registration with the Secretary of State may be obtained by contacting:

Indiana Secretary of State
Corporation Section
302 W. Washington St. Rm. E018
Indianapolis, Indiana 46204
(317) 232-6576

INDIANA SMALL BUSINESS PREFERENCE
(IC 5-22-15-23)

An Indiana Small Business Preference of fifteen percent (15%) may be applied for evaluation purposes.

The amount of the bid will be multiplied by the amount of the preference amount claimed (15%). This calculated amount will then be deducted from the original offer to determine the evaluation amount to consider. The preference is for evaluation only and is not a discount. The Procurement Director or designee will utilize the adjusted price as determined in the above explanation in determining the overall lowest responsible bidder or offeror. The contract award will be made to the lowest responsible, responsive offeror whose total adjusted offer is the lowest meeting all specifications. The amount originally offered will be the amount of the award.

You must meet the following criteria to claim the fifteen percent (15%) Indiana Small Business Preference.

- The business must be located in the State of Indiana. The IDOA Procurement Division defines an "Indiana" business as a business that meets one of the following criteria: 1) The principal office is located in the state of Indiana **AND** the company is registered with the Indiana Secretary of State as an Indiana corporation **OR** 2) 51% or more of the company's value is the result of business activity in the state of Indiana.
- The bidder must qualify as a Small Business concern under the size standards of this solicitation. The Bidder should be registered with the Procurement Division as a Small Business concern with a defined area qualification. Providing false information will be subject to the sanctions found in IC 4-13-1-21 and IC 35-43-5-11.

You must meet at least one of the following to claim the fifteen- percent (15%) Indiana Small Business Preference (IC 5-22-14-3). (Please circle the number which applies to your business.)

- 1) Wholesale business with annual sales of four million dollars (\$4,000,000) or less during its last fiscal year. "Wholesale business" means a business that derives its principal source of income (over 50 percent of gross revenues) from sales to retailers, other merchants, or industrial, institutional or commercial users who will use the goods for resale or business use. This definition includes distribution activities.
- 2) Service business with average sales of five hundred thousand dollars (\$500,000) or less for the current and preceding three (3) fiscal years and which employs no more than twenty-five (25) persons. "Service business" means a business that derives its principal source of income (over 50 percent of gross revenues) from the sale of useful artistic, educational, intellectual, literary, or scientific labor from which no necessary tangible commodity is derived.
- 3) Retail business or business selling services with annual sales and receipts of five hundred thousand dollars (\$500,000) or less. "Retail business" means a business that derives its principal source of income (over 50 percent of gross revenues) from the sale of supplies to the ultimate consumer.
- 4) Manufacturing business, which employs no more than one hundred (100) persons. "Manufacturing business" means a business that derives its principal source of income (over 50 percent of gross revenues) from the sale of goods the firm produces at its own facility made from raw, unfinished materials, as distinguished from the final product.

* Please note that the Procurement Division may require documentation to support your claim of operating as a small business.

Are you an Indiana Small Business and plan to claim a fifteen percent (15%) preference as a result?

YES _____ NO _____

DRUG-FREE WORKPLACE CERTIFICATION

- A. Bidder hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Bidder will give written notice to the State within ten (10) days after receiving actual notice that an employee has been convicted of a criminal drug violation occurring in subcontractor's workplace.
- B. In addition to the provisions of paragraph A. above, if the total contract amount set forth in this agreement is in excess of \$25,000.00, Bidder hereby further agrees that this agreement is expressly subject to the terms, conditions, and representations contained in the Drug-Free Workplace Certification. The Certification is hereby executed by the Bidder in conjunction with this agreement.

It is expressly agreed that the falsification or violation of terms of the Certification referenced in paragraph B., or the failure of Bidder to comply with the terms of paragraph A., shall constitute a material breach of this agreement and shall entitle the State to impose sanctions against the Bidder, including, but not limited to, suspension of contract payments, termination of this agreement and/or debarment of the Bidder from doing further business with the State for up to three (3) years.

SF4391(R4-97)

NON-COLLUSION CERTIFICATION

This is to certify that the Bidder, being duly affirmed under oath says, that he or she is the contracting party; that he or she has not, nor has any other employee of the company represented by him or her, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he or she has not received or paid, any sum of money or other consideration for the execution of the annexed contract other than that which appears upon the face of the contract.

DRUG-FREE WORKPLACE CERTIFICATION

This is to certify that the Bidder will provide a drug-free workplace required by Executive Order No. 90-5, and affirms under penalties of perjury, that he or she is authorized to execute this certification.

SIGNATURE

This is to certify that the bidder or any person on his or her behalf has examined and understands the specifications, including General and Special conditions of this document.

BIDDER _____ FEDERAL ID NUMBER _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

TELEPHONE NUMBER _(____)_____

If awarded a contract, the bidder will provide supplies, equipment, and/or services to the State of Indiana in accordance with the general conditions, specifications, certifications and other documents of this solicitation.

I, _____, the undersigned _____
(Signature) (Print Office Held)

of the above named bidder under penalties of perjury this _____ day of _____, _____, certify that I hold the aforementioned Office in the above bidder and that the representations are true and accurate.

EXCEPTIONS

_____ PLEASE CHECK IF APPLICABLE

Alternative requests must be equal or better than those specified as determined by the Indiana Department of Administration, and bidders deviating from specified items should provide, with his or her request, a listing of all areas in which his or her product deviates and fully explain and justify this alternative.

ANY EXCEPTIONS ARE TO BE NOTED BELOW AND LISTED BY LINE ITEM NUMBER.



CERTIFICATE OF PRINTING CONTRACT PERFORMANCE

State Form 45769 (R/11-93)

Name of contracting Vendor / EPIC / DOC

Purchase Order number

Request for Printing number

INSTRUCTIONS: 1. Upon completion of printing job, contracting vendor's representative will inspect products to be shipped and select **FOUR** representative samples to be submitted with this Certificate.

2. After completing and signing this Certificate, samples will be attached and delivered to: Indiana Commission on Public Records
Forms Management Division
402 W. Washington St., Rm. W472
Indianapolis, IN 46204

PRODUCT DELIVERED UNDER CONTRACT

DESCRIPTION (as shown in Purchase Order)	QTY. DELIVERED	DATE DELIVERED	PLACE DELIVERY MADE

(Please check one)

☐ Partial Order Or ☐ Completed Order

CERTIFICATION OF VENDOR

The undersigned, in order to induce prompt payment, hereby certifies, represents and affirms under penalties of perjury, to the Indiana Department of Administration:

1. that the attached required samples of the product specified in the above-cited Purchase Order have been inspected and compared to the delivered portion of the printing job, that they are representative of the entire quantity delivered, and that they are equal in quality to the entire printing job which has been produced and delivered in accordance with approved contract specifications (except as noted in Item 5 below);
2. that the contract terms and conditions have been fully performed, that no contract obligation remains unperformed by our firm, and that all approved contract specifications have been met (except as noted in Item 5 below);
3. that all artwork or other material either provided by or paid for by the State of Indiana to the vendor in connection with this contract order have been returned as noted in item 6 below; and
4. that the individual executing this Certificate affirms that every reasonable effort has been undertaken to verify the information transmitted here, and that the statements contained are true, accurate and complete to the best knowledge and belief of the undersigned individual.
5. Exceptions:

6. Disposition of artwork / material

☐ Forms returned to Indiana Commission On Public Records
Forms Management Division
402 W. Washington St., Rm. W472
Indianapolis, Indiana 46204

☐ Non - Forms Returned to "Ship to" Agency

☐ Delivered to _____

Signature of contracting vendor representative

Printed / typed name

Title of contracting vendor representative

Date signed

REVIEW OF SAMPLES AND DETERMINATION OF COMPLIANCE BY FORMS MANAGEMENT DIVISION, ICPR

The Forms Management Division of the Indiana Commission on Public Records, or the requesting agency's representative, has reviewed the samples submitted, compared them with the approved specifications, in the case of forms, and have determined that they are:

- ☐ ACCEPTABLE "AS IS"
- ☐ NOT ACCEPTABLE for the following reason(s):
- ☐ ACCEPTABLE CONDITIONALLY for the following reason(s):

Signature of reviewer

Printed / typed name

Title of reviewer

Date signed